

*The Restraining Clause in the Deed of
the 18th. of July 1696. made upon
the Marriage of Lord HENRY
CAVENDISH.*

PROVIDED ALWAYS, and it is the true Intent, and Meaning of these Presents, and of all the Parties hereunto, That if any of the Daughter, or Daughters, of the said Lord *Henry Cavendish*, on the Body of the said *Rhoda Cartwright* begotten, for whom any Portion, or Portions, upon failure of Issue Male of the said Lord *Henry Cavendish*, on the Body of the said *Rhoda* begotten, are, or are intended, by these Presents, and in, and by one Indenture sexpartite, bearing equal Date herewith, and expressed to be made between the said *William Duke of Devonshire* of the first Part, the Right Honourable the Lady *Rachel Russel*, the Right Honourable *Thomas Earl of Alesbury and Elgin*, and *Edmund Waller Esq;* of the second Part, the Right Honourable *John Earl of Exeter* (surviving Executor of the last Will and Testament of the said *William Earl of Devonshire* deceas'd) of the third Part, the said Lord *Henry Cavendish*, and *Rhoda Cartwright* of the fourth Part, the said *Ursula Cartwright*, and *Thomas Cartwright* of the fifth Part, and *William Hussey Esq;* the said *Ancotts Broughton*, and *Aaron Kinton Gent.* of the sixth Part, for the settling of divers Lands, Tenements, and Hereditaments in the County of *Kent* to be raised) shall be entituled to any of the portion or portions in and by the said recited Indenture of Release so made by the said *William Earl of Devonshire* deceas'd, as aforesaid appointed or intended to be raised for a Daughter or Daughters of the said Lord *Henry Cavendish*, on failure of Issue Male as is therein mentioned; That then, and in such Case, the portion and portions by the said Indenture of Release, so made by the said *William Earl of Devonshire* deceas'd as aforesaid, so appointed or intended to be rais'd for such Daughter or Daughters, upon failure of Issue Male of the body of the said Lord *Henry Cavendish*, if the same shall be of as good a Value as the portion or portions hereby, and by the said Sexpartite Indenture, intended her or them, shall be, and be taken and accepted in full for the portion or portions hereby, and by the said Sexpartite Indenture intended her or them; but if the same shall not be of as good Value, then the same to go and be taken and accepted in part only of the portion or portions hereby, and by the said Sexpartite Indenture intended such Daughter or Daughters: It being the true intent and meaning of all the Parties hereunto, That in Case there should be only ONE Daughter of the body of the said Lord *Henry Cavendish*, on the body of the said *Rhoda Cartwright* begotten, on failure of Issue Male between them
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the said Lord Henry Cavendish, and the said Rhoda Cartwright, That then such only Daughter shall not have in the whole above the Sum of 16000 *l.* for her portion, and if two such Daughters and no more. That then such two Daughters shall not have for their Portions above the Sum of 18000 *l.* to be equally divided between them, and if there shall be three or more such Daughters, That then they shall not have for their Portions above the Sum of 24000 *l.* to be paid unto, and equally divided amongst them, *by force and virtue of the said recited Indenture of Release so made by the said William Earl of Devonshire deceased, and the said Sexpartite Indenture and these Presents, or any of them;* In the Computation of the value of which said Portion for one such Daughter as aforesaid, the Lands and Tenements of the yearly value of 200 *l.* hereby intended to be settled upon such only Daughter in Tail, is to be taken and accepted as, and for 4000 *l.* of her said portion of 16000 *l.* every hundred pounds *per Annum* being to be taken for 2000 *l.* and according to that Valuation the Lands and Tenements intended to be settled on Two or more such Daughters in Tail as aforesaid, shall be taken and accepted as part or parts of the portion or portions hereby intended for such Two or more Daughters. And that no one such Daughter shall have more Lands or Tenements limited or appointed to her than what shall be of the clear yearly Value of 200 *l.*

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Harold Cross
October 1911

The Refraining Clause in
of July, 1696. made up-
on the Mariage of Lord
Henry Cavendish.